

FIRST AMENDMENT

Dated as of February 8, 1972

6329-a
RECORDATION NO. _____ Filed & Recorded

to

FEB 25 1972 -11 35 AM

EQUIPMENT LEASE

INTERSTATE COMMERCE COMMISSION

Dated as of May 15, 1971

FIRST Amendment dated February 8, 1972, to Equipment Lease dated as of May 15, 1971 (hereinafter called the Equipment Lease) among Bessemer and Lake Erie Railroad Company, a Pennsylvania corporation (hereinafter called the Lessee), D. E. Mundell and Ben Maushardt, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of May 15, 1971 (hereinafter called the Lessor) and United States Leasing International, Inc., a California corporation, as Agent for the Lessor (hereinafter called the Agent).

WHEREAS, under the Equipment Lease the Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor the 480 Hopper Cars covered thereby and described in Schedule A thereto (hereinafter called the Equipment); and

WHEREAS, the Lessor and Lessee agree that the description of the Equipment appearing in Schedule A of the Equipment Lease shall be changed;

NOW, Therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. The description of the Equipment appearing in Schedule A of the Equipment Lease is hereby changed from "77 and 100-ton capacity rebuilt hopper cars bearing Lessee's road numbers 74,061 through 74,245 incl. and 64,139 through 64,433 incl." to "77 and 100-ton capacity rebuilt hopper cars bearing Lessee's road numbers 74,061 through 74,265 incl. and 64,139 through 64,413 incl."

2. The Equipment Lease remains unchanged in all other respects.

IN WITNESS WHEREOF, the Agent and the Lessee have caused this Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed and the Lessor has caused this Lease to be executed, all as of the date and year first above written.

D. E. Mundell and Ben Maushardt,
Trustees under a Trust Agreement
dated May 15, 1971

By Ben Maushardt
Trustee as aforesaid

LESSOR

BESSEMER AND LAKE ERIE
RAILROAD COMPANY

By V W Fractek
Its VICE PRESIDENT - FINANCE

LESSEE

(Corporate Seal)

Attest:

A. F. Young
Assistant Secretary

UNITED STATES LEASING INTERNATIONAL,
INC.

By [Signature]
Its Senior Vice President
AGENT FOR LESSOR

(Corporate Seal)

Attest:

[Signature]
Assistant Secretary

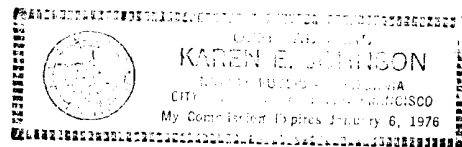
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this day of February, 1972, before me personally appeared **DOUGLAS C. KAY** , to me personally known, who being by me duly sworn, says that he is the **Senior Vice President** of **UNITED STATES LEASING INTERNATIONAL, INC.**, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

My commission expires:

My Commission Expires January 6, 1976



STATE OF Pennsylvania)
) SS
CITY OF Pittsburgh)

On this 10th day of February, 1972, before me personally appeared **V. W. WEAETSON** , to me personally known, who being by me duly sworn, says that he is the **VICE PRESIDENT - FINANCE** of **BESSEMER AND LAKE ERIE RAILROAD COMPANY**, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy M. Farr

(SEAL)

My commission expires:

DOROTHY M. FARR, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
March 31, 1974

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this day of February, 1972, before me personally appeared **BEN MAUSHARDT**, to me known to be one of the persons described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(SEAL)

My commission expires:

My Commission Expires January 6, 1976

